DOCUMENT RESUME

ED 297 838 JC 880 398

TITLE Master Agreement between Board of Directors of Iowa Valley Community College District (Merged Area VI) and Iowa Valley Community College Education Association/ISEA, 1987-1988.

INSTITUTION Iowa Valley Community Coll. District, Marshalltown, IA.

PUB DATE 87

NOTE 42p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions

ABSTRACT

This collective bargaining agreement between the Board of Directors of the Iowa Valley Community College District and the Iowa Valley Community College Education Association outlines the terms of employment for all faculty, librarians, and counselors and certain other professional staff at Marshalltown and Ellsworth Community Colleges. The 13 articles in the agreement set forth provisions related to: (1) recognition of the association, scope of the bargaining unit, definitions of terms, contract length, working hours; (2) grievance procedures; (3) personal and professional leaves of absence; (4) seniority; (5) transfer procedures; (6) reduction in force; (7) teacher evaluation; (8) payroll deductions; (9) physical examinations; (10) insurance; (11) salary; (12) extra duty assignments; and (13) duration of the agreement. (EJV)

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ED297838

MASTER AGREEMENT

BETWEEN

BOARD OF DIRECTORS OF

IOWA VALLEY COMMUNITY COLLEGE DISTRICT
(MERGED AREA VI)

AND

IOWA VALLEY COMMUNITY COLLEGE

EDUCATION ASSOCIATION/ISEA

1987-1988

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ARTICLE I

RECOGNITION, DEFINITIONS, LENGTH OF CONTRACT AND HOURS

A. RECOGNITION.

The Board of Directors of the Iowa Valley Community College District (Merged Area VI) (hereinafter referred to as the "Board") recognizes the Iowa Valley Community College Education Association/ISEA, (hereinafter referred to as the "Association"), as sole and exclusive bargaining representative for all employees in the bargaining unit as certified and defined by the Public Employment Relations Board in Case No. 3102. That unit is as follows:

INCLUDED:

All faculty at Marshalltown Community College and Ellsworth Community College campuses of the Employer employed on a half-time or more basis including credit-hour instructors (arts and science, vocational-technical, health services, Marshalltown Professional Office Institute and Marshalltown Computer Science Institute); librarians, assistant librarians, reference librarians; director of the learning resource center; counselors, athletic directors employed as instructors; department chairpersons and coordinators, nurse; media specialist at Ellsworth; and media technician at Marshalltown.

EXCLUDED:

Superintendent, assistant superintendent; directors or managers of research and development, business services, admissions, student services, instruction and computer services; deans, associate deans, assistant deans; assistant director of business services; adjunct faculty, including instructors employed less than one-half time; vocational rehabilitation counselors; director of housing and assistant directors of housing; director, assistant director, coordinators and instructors of continuing education; program assistants, Professional Office Institute; professional employees of the learning center; all other employees of career assistance and career development programs and adult education; individual resource program assistants; public information officer; all non-professional employees; and all others excluded by Section 4 of the Act.

B. DEFINITIONS.

1. "Board", "Employer" or "District" means the Board of Directors of the Iowa Valley Community College District (Merged Area VI) or its Representative.

2. "Association" means the Iowa Valley Community College Education Association/ISEA or its Representative or agents.

3. "Employee" or "Faculty" or "Staff" means any person in the bargaining unit as certified and defined by the Public Employment Relations Board.

4. "College" means either the Ellsworth Community College at Iowa Falls or the Marshalltown Community College at Marshalltown.

5. "Department" means any organizational unit of the College in which members of the collective bargaining unit are employed.

6. "Superintendent/President", "Superintendent" or "President" means the chief executive officer of the District.

7. "PERB" as used in this Agreement shall mean the Public Employment Relations Board.

8. "Working day" shall mean any day on which Employees covered by this Agreement are required to carry out their duties, exclusive of holidays and the weekends or College closings.

C. CONTRACT LENGTH.

The base teaching contract (which shall include the contracts for non-instructional Employees, as well) for Employees covered by this Agreement shall be the equivalent of 190 Working days of service per year. The base contract for all Employees for 1987-1988 shall be for 176 days, including 5 holidays and 5 workshop (in-service) days.

D. HOURS.

The normal work week of non-instructional Employees will consist of forty (40) hours of work. Instructional Employees will be required to perform their duties a minimum of 35 approved hours per week exclusive of mealtime. All Employees will post their hours on their respective office doors and submit a copy of their schedule to their college

Dean. The week must include a minimum of 5 office hours for student assisting.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITIONS.

1. A "grievance" is a claim by a grievant of an alleged violation, misinterpretation or misapplication of this contract.

2. A "grievant" may be any Employee of Iowa Valley Community College District covered by this contract or the Association.

B. CONDITIONS.

1. The failure of a grievant to meet a time line shall act as a bar to any further processing of the grievance through this procedure. The failure of a supervisor or administrator to meet a time line shall permit the grievant to proceed to the next step. Time limits may be extended by agreement between the Board and the Association.

2. Grievance forms shall be available through both the Board and the Association. The grievance form is a part of this Agreement and included under Appendix C.

3. A grievant may be represented by the Association or may elect to process the grievance without representation at any step prior to arbitration. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its view at any meeting under this procedure.

4. Any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or other Employees. Subject to the foregoing, the Association will be able to meet with a grievant on campus during working hours as well as conduct other normal business associated with a grievance

5. A grievance filed by the Association will be processed beginning at Step 3.

6. An arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement.

7. At the request of either party the merits of a grievance and any procedural arbitrability issues arising in connection therewith shall be consolidated for hearing before the arbitrator.

C. PROCEDURES.

Step 1. An attempt shall be made to resolve any grievance by informal discussion between the grievant and the immediate supervisor. The informal discussion shall take place within ten (10) working days of the event giving rise to the grievance. An informal discussion will be initiated by the grievant informing the immediate supervisor that he/she has a complaint arising under the contract.

Step 2. If the grievance cannot be resolved informally, the grievant shall file a written grievance with the immediate supervisor within seven (7) working days of the informal discussion. Within five (5) working days of the written grievance filing, the immediate supervisor shall meet with the grievant at a time and place convenient to the parties. Within five (5) working days of such meeting, the immediate supervisor shall supply the grievant with a written response. If the Dean is the immediate supervisor at Step 2, the next appeal is to Step 4.

Step 3. If the decision of the immediate supervisor is not acceptable to the grievant, the grievant may within five (5) working days of the written response file an appeal to the Dean of the College. The Dean, or representative, shall meet with the grievant at a mutually agreeable time and place within seven (7) working days of the written appeal to the Dean. Within five (5) working days of the Dean's meeting, the Dean, or representative, shall supply the grievant with a written response.

Step 4. If the decision of the Dean is not acceptable to the grievant, the grievant may within five (5) working days of the written response of the Dean file an appeal to the Superintendent. The

Superintendent or representative shall meet with the grievant at a mutually agreeable time and place, within ten (10) working days of the written appeal to the Superintendent. Within ten (10) working days of such meeting, the Superintendent or representative shall supply the grievant with a written response.

Step 5. If the decision of the Superintendent is not acceptable to the grievant, the grievant may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance has merit, the Association will submit the grievance to arbitration. The Association will notify the Superintendent that it is submitting the grievance to arbitration, which notification must be given within twenty (20) working days after receipt of the Superintendent's written response. The parties shall jointly request from the Federal Mediation and Conciliation Service a panel of eleven (11) prospective arbitrators and the parties shall alternate in striking names from the panel until one remains and that person shall act as arbitrator. The arbitrator shall have authority only to interpret and apply the provisions of this contract and to decide the particular grievance submitted to him/her. He/She shall not have authority to add to, delete from or in any way to modify, alter or amend any provision of this contract. The decision of the arbitrator will be final and binding on the Board, the grievant and the Association. The costs for services of the arbitrator, including her/his expenses and the cost of a hearing room, will be borne equally by the Board and the Association, but all other costs will be the responsibility of the party incurring them.

ARTICLE III

LEAVES OF ABSENCE

A. SICK LEAVE.

1. As of August 1, 1987 and each August 1 thereafter all Employees shall have credited to them fifteen (15) days of sick leave. In the case of Employees new to the District, such sick leave shall be credited on the first day they perform work for the District. Unused sick leave days shall be accumulated to a maximum of one hundred five (105) days.

2. Sick leave will be charged to individuals in minimum units of four (4) hours (1/2 day units).

3. The District may require an Employee to provide a statement from his/her physician for any period of illness requested as sick leave. The District may also require certification from the Employee's physician that the Employee is physically and mentally recovered from an illness or disability to the point that he/she can return to his/her normal duties.

4. Employees shall be given a copy of a written accounting of accumulated sick leave days by October 1 of each year.

5. In the case of an illness or injury covered by Workers' Compensation, the District will supplement the Workers' Compensation payment, so long as the Employee has accumulated sick leave days available in accordance with the following:

   a. The Employee, upon receipt of his/her Workers' Compensation payment, will endorse the same over to the District and the District shall, so long as the Employee's accumulated days of sick leave allow, compensate the Employee at his/her regular per diem rate.

   b. There shall be charged to the Employee's accumulated sick leave, a prorated number of days with respect to the payment provided for under Section 5(a) above, based upon the difference between the

Employee's regular per diem salary and the amount received in the form of Workers' Compensation.

6. All bargaining unit members performing duties between the end of the academic year in the spring and the beginning of the academic year in the fall, shall have sick leave available to them on the same basis as during the academic year. Instructors during this period will make a reasonable effort to reschedule classes missed as an alternative to taking sick leave.

B. MATERNITY LEAVE.

1. Sick leave will be granted for pregnancy or maternity on the same basis as any other illness or disability.

2. Employees without available sick leave to use will be granted up to an additional thirty (30) days of unpaid maternity leave, if recommended by the Employee's physician.

C. BEREAVEMENT LEAVE.

1. In each case of death in the Employee's or spouse's immediate family, the Employee shall be granted permission to be absent from duty for not more than five (5) days, at the discretion of the Superintendent/ President, as may be determined to be necessary for attendance at the funeral and for any other purposes directly arising out of the said death. No deduction of pay or leave shall be made for the first three days of absence so granted, but the additional two days leave shall be charged against the Employee's accumulated sick leave. Immediate family is defined as spouse, child, parent, brother, sister, son-in-law and daughter-in-law.

2. In each case of death in the extended family of the Employee or spouse, the Employee shall be granted permission to be absent from duty, with pay, for two (2) days, one of such days to be paid bereavement leave and the other day to be charged against the Employee's accumulated sick leave. Extended family is defined as grandparent, grandchildren, uncle, aunt, niece, nephew, or spouse of brother or sister.

D. PERSONAL LEAVE.

1. Employees shall be allowed two (2) days per year for paid personal leave. Employees will not be required to

offer a reason for such leave. Personal leave days shall not accumulate.

2. To assure adequate staffing of the college, any Employee desiring personal leave shall submit a request in writing to the Dean of the college at least three (3) days in advance of the requested leave day. In the case of an emergency, permission for such leave may be sought in person or by phone with the written statement presented to the Dean upon the Employee's return.

3. Personal leave shall not be taken for the purpose of extending a holiday or vacation.

E. EDUCATIONAL LEAVE.

In addition and without regard to any leave authorized by other regulations, leave of absence for educational improvement granted by the Board upon recommendation of the Superintendent/President will be considered according to the following limitations and requirements:

1. Leave of absence without pay will be granted to Employees who have had at least four years continuous service with the District and with the Superintendent/President's approval.

   (a) Such leave will not be granted for a period of more than one year, but may be extended for one (1) additional year upon appropriate request from the Employee not later than February 1.

   (b) Leave will not be granted unless the Employee's position can be filled by temporary appointment or promotion, if needed.

   (c) A detailed written plan of educational work and travel itinerary to be undertaken must be submitted in advance and approved by the College Dean before being submitted to the Superintendent/President. Any change in the plan must also be approved in advance, if credit earned during the leave is to be accepted toward salary advancement upon return.

   (d) A transcript of credits earned and a report on any travel undertaken must be submitted to the Superintendent/President immediately prior to return to duty.

(e) Persons on leave-without pay basis from the District for educational improvement, who are to accept a foreign one-way exchange teaching position with pay (when the foreign position is related to their field), may also be considered for educational leave.

(f) Years of absence will not count as years of service for salary purposes. Retirement contributions will not be made during this period of leave.

(g) Any person granted educational leave is expected to return to work for the District for at least one year upon completion of such leave and shall notify the District not later than February 1 that he/she either (i) intends to return immediately upon conclusion of the leave or (ii) requests an extension of the leave or (iii) resigns.

2. Reduced teaching load, for the purpose of educational improvement without pay, will be granted to Employees who have at least two years continuous service with the District. Such reduction in teaching load will follow the conditions in Paragraph 1 above, and can only be received twice in any five (5) year period.

3. In evaluating applications for educational leave, the following factors may be considered.

(a) Relation of the program to the teaching assignment of the applicant and to special needs of the District.

(b) Effectiveness of teaching and professional dedication of the applicant, as evaluated by supervisors.

(c) Availability of a qualified replacement for the applicant during the period of leave, if needed.

4. In relation to the above, the following guidelines are provided for persons interested in applying for leave:

(a) The primary purpose of the leave program is improvement of the educational program of the District. Therefore, the applications must be evaluated in terms of value for their proposed program of study and travel to the present assignment of the applicant, or to some indicated possible future assignment in the District.

(b) Applications showing a graduate degree program will usually be rated more highly than those which show no degree goal.

(c) It will be necessary for the applicant to show evidence of acceptance by a specific institution for the program to be studied. When an applicant has already been attending a graduate institution, new evidence of acceptance will not be required unless there is a significant change in program or degree goal.

(d) There must be demonstrated aptitude to pursue successfully the indicated program. This aptitude may be indicated by such evidence as prior academic record, responsibilities undertaken previously in one's career, acceptance by the graduate institution, and/or any aptitude tests such as the Graduate Record Examination.

(e) The applicant must list any courses to be studied. Changes in the program will obviously be necessary in many instances, but the initial list of courses will provide evidence that the program has been planned adequately.

F. PROFESSIONAL LEAVE.

1. Employees may be granted paid or unpaid leave in the discretion of the administration for purposes of attending activities of a professional nature which are designed to improve Employees' educational qualifications. Lodging, meal, registration, material and transportation expenses will be paid by the Board if a faculty member is assigned to attend a professional event. Events attended at the discretion of the administration during regular working hours will be at no loss of salary. Paid professional leave will not apply where employees are taking courses or training to obtain minimum upgrading or qualifications imposed by the District.

2. Payment for earning SDU credits will not be made where paid professional leave is utilized.

G. DISCRETIONARY AND EXTENDED LEAVES.

Unpaid leaves for reasons other than those specified in this Article and unpaid leaves for absences extending beyond the number of days authorized above for specific types of

absences may be granted in the sole discretion of the administration, when deemed necessary by the administration. Such leaves shall not extend beyond the end of the semester in which the same are granted.

ARTICLE IV

SENIORITY

1. "Seniority" is defined as the accumulated length of time an Employee has been employed by the District, which shall include employment, prior to the District's creation, with Ellsworth College or Marshalltown Junior College, in one or more of the positions described in Section A of Article I of this Agreement. It shall be computed from the Employee's most recent date of hire for any bargaining unit position. "Date of hire" is the date the Employee first performs services for the District.

2. Bargaining unit members employed prior to July 1, 1987 will have any unpaid leave time taken prior to July 1, 1987 counted for purposes of seniority, but seniority shall not accrue after that date for any Employee that has an unpaid leave of absence. Seniority shall not accrue but shall be retained during the time that an Employee is on layoff as the result of reduction in staff.

3. For purposes of reduction in force, seniority shall be applied separately at the Marshalltown Community College and the Ellsworth Community College. For all other purposes, seniority shall be applied on a unitary basis with Employees at both Colleges integrated into a single seniority system.

4. In the case of Employees with the same date of hire and the same length of service with the District, the Employee with the most advanced degree will be considered the senior Employee and if the Employees have the same degree, then the Employee with the greatest number of graduate hour credits shall be considered the senior Employee and if the Employees have the same graduate hour credits, seniority will be determined by the date the initial individual contracts of employment were signed by the Employees.

5. Seniority will not accrue during the time an individual is holding a regular full-time management position with the District but such an individual upon returning to the bargaining unit will have all seniority re-established as of his/her original date of hire.

6. A seniority list which will include all bargaining unit names and their most recent date of hire will be supplied to the President of the Association by October 20th each year.

ARTICLE V

TRANSFER PROCEDURES

A. DEFINITIONS.

1. Voluntary Transfer. A voluntary transfer shall be the movement of an Employee with that Employee's agreement, from one College or department to another College or department.

2. Involuntary Transfer. An involuntary transfer shall be the movement of an Employee without that Employee's agreement, from one College or department to another College or department. Involuntary transfers between Colleges shall be made only when necessary to preserve an existing program or to prevent the lay-off of the Employee involuntarily transferred.

3. Vacancy. A vacancy exists when a bargaining unit position becomes available because of death, retirement, resignation, transfer or termination of an Employee or because a new position is being created. A vacancy does not exist when an Employee is on a paid or unpaid leave under provisions of this Agreement or the position is being reduced or eliminated.

4. Vacancy Notice. A notice of a position opening will be posted for at least three (3) working days at both Colleges in places where other notices to the faculty are usually posted but the time for making application for the position will extend to such date as the District specifies to the general public for the receipt of applications. The notice shall specify the criteria used to make hiring decisions. During the time school is not in session but the College is open, notices of vacancies shall be posted for one calendar week.

B. PROCEDURE.

1. The criteria to be considered for voluntary or involuntary transfer shall be the Employees' ability, qualifications and their certification (or eligibility for certification within one year of being hired) by the Iowa Department of Education. If comparing the

Employees by ability, qualifications and certification indicates that, in the Employer's judgment, the Employees are relatively equal, the Employee(s) with least seniority will be involuntarily transferred first and the Employees with the greatest seniority will be voluntarily transferred first. In determining ability and qualifications, the following factors only will apply: the individual's transcripts, administrative evaluations, letters of recommendation, degrees and number of graduate hours of credit, demonstrated teaching style and approach, health and physical fitness.

2. No involuntary transfer will take place if there is a qualified applicant that seeks a voluntary transfer to the vacancy. Involuntary transfer between Colleges shall be a last resort used only to avoid reduction in staff. Qualified Employees volunteering to transfer will be considered equally with all other applicants for a vacant position.

3. Employees that have a voluntary transfer between the Ellsworth and Marshalltown Colleges will retain all seniority previously earned.

4. The Employer shall, consistent with Section A.3 above, designate the Department and College where a voluntary or involuntary transfer is required.

5. The Employer will inform the Association whenever an involuntary transfer is necessary and set a date to meet and discuss such transfer with the Association. The Association may present views and recommendations to the Employer at the meeting arranged for that purpose.

6. The Employer will consider the recommendations made and will determine the Department or College to which Employees shall be transferred, those Employees who shall be transferred, and the date upon which such transfer shall become effective.

7. The Employer will inform, in writing, the Employee(s) who will be transferred and upon request will meet with such Employee(s) to discuss the transfer and no final action will be taken prior to such meeting.

C. <u>DESIGNATION OF ASSIGNMENTS</u>.

The parties recognize that it is within the sole prerogative of the District to determine what work is to be performed

and by whom. The Employer shall have the right to assign a portion of an Employee's duties and responsibilities to another Employee, either in the same Department or in another Department. In the event that a portion of the Employee's duties is assigned at a different college, such assignment will only be made for the purposes of preventing the reduction of a full-time position, or for the purpose of preserving an existing program and be considered as an involuntary transfer, subject to the procedures hereinabove outlined.

ARTICLE VI

REDUCTION IN FORCE

A. PROCEDURE.

1. The Employer shall designate the programs/Departments where an Employee reduction in force is necessary. The Employer shall first attempt to accomplish such reduction by not replacing Employees in the designated programs/Departments who voluntarily resign or who retire. The Employer shall then attempt to accomplish necessary reductions by lay-offs of Employees in the designated programs/Departments working less than full-time.

2. In the event reduction in staff within the designated programs/Departments cannot be accomplished through resignation or retirement or the layoff of less than full-time Employees, the Employer agrees to notify the Association in advance of reduction in force at which time the Association may make its views and recommendations known concerning implementation of Employee reduction in force.

3. The Employer will determine the Employees within designated programs/Departments to be laid off based upon ability, qualifications, certification and seniority. These factors shall also apply as between two or more part-time Employees as well as between full-time Employees. The instructional program shall be the controlling factor in the layoff. Seniority ranking shall apply only if the Employer has determined ability and qualifications to be relatively equal. In determining ability and qualifications, the following factors only will apply: The individual's transcripts, administrative evaluations, letters of recommendation, degrees and number of graduate hours of credit, demonstrated teaching style and approach, health and physical fitness.

B. RECALL PROCEDURES.

1. Recall Rights. If a vacancy, as defined under Paragraph 3 of Section A of Article V, is determined by the Employer to exist, the Employer will determine the

Employees to be recalled based on ability, qualifications, certification and seniority. In determining ability and qualifications, the same factors shall apply as provided in Paragraph 3 of Section A above. In applying the criteria of certification, Employees, to be entitled to recall, must have had actual teaching experience within the last five (5) years, in the discipline to which being recalled and if the Employee does not have such experience, the Employer, as a condition to recall, may require the Employee, at the Employee's expense, to obtain such additional training as the Employer deems necessary. Such additional training, if required, must be obtained prior to returning to work or by contemporaneously pursuing such training during the first year of recall and completing the training prior to commencement of the second year of work following recall. Such additional training shall qualify for SDU credit as provided in Section B of Article XIII.. Within the designated programs/ Departments, where Employee ability and qualifications are judged by the Employer to be relatively equal, seniority shall be the controlling factor in recall. Recalled Employees shall retain all sick leave accrued prior to the date of reduction. Upon written request of the Employee, the Employer will consider recall until one of the following events occur:

(a) A two (2) year lapse from the date of reduction.

(b) The Employee's certification has lapsed.

(c) The Employee waives recall in writing to a position comparable to that held at the time of layoff.

2. Benefits. Employees exercising recall rights shall be restored to the same order of progression on the salary schedule as they would have been entitled to at the time of layoff.

3. Recall List. The Board shall keep on file a current list of those who have retained recall rights provided by this Agreement and shall provide the President of the Association a copy of the list on October 20th each year.

4. Employee Data. Laid off Employees shall inform the District of any change in their address, phone number or Iowa Department of Education certification.

5. Notification. Laid off Employees will be informed of an available position opening to which they are being recalled by certified mail. The laid off Employee shall have three calendar weeks to accept the position offered and failure to respond within that time will be considered a rejection.

ARTICLE VII

EVALUATION

A. PURPOSES.

The general function of the Faculty Evaluation System of the District is to provide a consistent methodology for improving both individual instructor and overall institutional performance at Ellsworth Community College and Marshalltown Community College. Within this context, several important purposes are served by an effective faculty evaluation system. In order of importance, these purposes are:

1. To assess the instructional process for the purpose of promoting student learning.

2. To assess strengths and weaknesses of faculty for the purpose of promoting professional growth.

3. To provide information for instructional, program and institutional improvement.

4. To maintain a process for providing accountability to constituencies (accrediting agencies, students, advisory committees, community, etc.)

5. To provide information for continued employment.

B. COMPONENTS.

The essential elements of the Faculty Evaluation System include the following:

1. Student evaluations of instructional staff.

2. Observations of the instructional process.

3. Instructor performance and development review.

C. PROCEDURE.

Evaluation shall be maintained and supervised by the District administrators. The procedures to be used in the evaluation of Employees will be followed for all persons teaching on a full-time or part-time regular basis within

the District. Probationary Employees will receive more frequent evaluations during the first two years of employment. Employees experiencing difficulties with classroom performance may receive additional observations, student evaluations and/or performance reviews. The following is a list of specific procedures:

1. The Board will, within four (4) weeks after the start of the fall semester identify to each Employee, the supervisory individual who will be responsible for that Employee's evaluation. The supervisor shall notify the Employee of the evaluation procedures and the criteria that will be used in the evaluation as set forth in the evaluation instrument.

2. A new Employee or an Employee reassigned after the beginning of the fall semester shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within four (4) weeks of the first day in the new assignment.

3. No formal evaluation shall take place until such orientation has been completed.

4. New faculty members will have at least one class session observed per year for the first two years by the Dean of Instruction or designee. A post-observation conference will be conducted within ten (10) work days following the observation and the performance and development review instrument will be completed and placed on file in the Dean's office.

5. New faculty members will have at least two classes evaluated by students each semester for the first two years. This requirement may be lessened in the event the faculty member has prior teaching experience outside of the District and has adequately demonstrated proficiency in the classroom.

6. Non-probationary Employees will have at least one class, designated by the administration, evaluated by students each year.

7. Observation of non-probationary Employees will be by the Dean of Instruction or designee and will be by agreement with the Employee being observed and will occur at least once every two years. Additional classroom observations may be conducted, with or without notice or agreement of the Employee, if deemed necessary by the Dean of Instruction, or if requested by the faculty member. A post-observation conference

will be conducted within ten (10) work days following any observation and the performance and development review instrument will be completed and placed on file in the Dean's office.

8. All Employees will meet with the Dean of Instruction or designee at least once each year to complete the performance and development review instrument. The purpose of this process is to review the performance of the faculty member, to discuss developmental goals and progress, and to establish new goals for future professional development. A copy of the review instrument shall be given to the Employee within ten (10) work days following the post-observation conference. The Employee shall sign the instrument for the purpose of indicating awareness of content (but not necessarily agreement with the evaluation). A copy of each completed instrument will be filed in the Dean's office.

9. The Dean of Instruction is responsible for maintaining the privacy of each Employee's personnel file with regard to student evaluations, observation notations and performance and development review documentation. The Employee has access and may copy, upon request, all documents in his/her personnel file except for letters of recommendation and information designated as "confidential" by an institution of higher education. An Employee may request that additional information or written response to a given evaluation become part of the evaluation on file.

10. If the Employee feels his/her evaluation is unfair, unjust or inaccurate, he/she may respond to the evaluation and submit a written response to the Employee's evaluator. The response shall be attached to any file copy of the Employee's evaluation and shall be signed and dated by both parties to indicate awareness of content.

D. REMEDIATION.

If deficiencies in an Employee's performance are noted in the review instrument, the evaluator will also provide the Employee, at the time of the post-observation conference, with written suggestions for improvements, designed to eliminate such deficiencies.

E. RIGHT TO GRIEVE.

Any failure to follow the evaluation procedures provided for in this Article VII shall be subject to the grievance procedure under this Agreement, but in no event shall the contents of any review instrument or evaluation report be subject to such grievance procedures, except where the evaluation may be relevant in the event of a reduction in force under Paragraph 3 of Section A of Article VI, in which event a grievance challenging the accuracy and fairness of the evaluation may be initiated within five (5) working days of notification to the Employee that the evaluation will be a determining factor in the contemplated reduction in force.

F. NON-INSTRUCTIONAL EMPLOYEES.

Non-instructional Employees will be evaluated by using the same instrument used for evaluating other non-instructional personnel of the District and all of the foregoing provisions of this Article VII shall also apply to the evaluation of non-instructional Employees.

ARTICLE VIII

PAYROLL DEDUCTIONS

A. DUES DEDUCTIONS.

1. Entitlement. Any Employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues.

2. Regular Deductions. Pursuant to an authorization by the Employee, the Employer shall deduct one-twentieth of total dues from the regular salary check of the Employee twice a month for ten months beginning in September and ending in June of each year. Notification must be filed with the District Business Office at least ten (10) days prior to the start of the deduction.

3. Prorated Deduction. An Employee who begins dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through June.

4. Duration. Dues authorization shall continue in effect as long as the bargaining unit member is an Employee of the District unless revoked, in writing, by the Employee so authorizing, provided that he/she shall give thirty (30) days notice to the Employer of such revocation.

5. Transmission of Dues. The Board shall transmit to the Association Treasurer the total monthly deductions for Association dues and a listing of the unit members for whom deductions were made within ten (10) working days following the end-of-the-month pay period.

B. INDEMNIFICATION.

The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against claims, costs, suits, including reasonable attorney fees or other forms of liability and all court costs arising out of the application of the provisions of this Article.

C. OTHER DEDUCTIONS.

Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance on the same basis as during the 1986-87 fiscal year.

ARTICLE IX

HEALTH AND SAFETY

PHYSICAL EXAMINATIONS.

The Employer may require a physical examination at any time of any Employee if in its judgment good cause is indicated and the Employer will pay the full cost of such examination. Otherwise:

1. A physical examination by a licensed physician of the individual's choice, utilizing the District forms, is required of all new Employees, at their expense, prior to beginning work.

2. Continuing full-time Employees are encouraged to have a physical examination by a licensed physician of their own choice once every three fiscal years, utilizing District forms. The cost of such examinations, however, shall be at the expense of the Employee.

ARTICLE X

INSURANCE

Insurance benefits for full-time Employees shall be as follows:

A. GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

The District shall provide group life, accidental death and dismemberment insurance coverage equal to an Employee's annual wage or salary, rounded off to the next highest $1,000 amount. Casual assignments or extra duty are not taken into account in determining the amount of coverage. The full cost of the group life insurance shall be paid for by the District.

B. GROUP LONG-TERM DISABILITY INCOME INSURANCE.

The District shall provide a long-term disability income policy providing a ninety calendar day waiting period and benefits of 60 percent of an Employee's monthly wage and salary, up to a maximum benefit of $2,500 per month, until age 65, if disability should last that long. If disabled after attaining age 60, disability income will continue for not more than five years. The District shall pay the full cost of the program.

C. OPTIONAL GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

The District will make available an Optional Group Life and Accidental Death and Dismemberment program. The Employee may select up to $100,000 of life insurance in multiples of $5,000 or a family Optional Group coverage in which the Employee and spouse are insured for the same amount up to $100,000 each and dependent children are then insured for an amount equal to 20% of the Employee's amount. The District will only participate to the extent of withholding the necessary premium from the Employee's wages and remitting the same to the insurance company. Each new Employee must sign and return to the District personnel office either a "Request" or "Refusal" form within 15 days of his or her original date of employment. Those who elect this insurance must complete a short form medical questionnaire. All applications are subject to approval by the insurance company.

D. GROUP DEPENDENT LIFE INSURANCE.

The District will make available to all Employees who have either a spouse and/or dependent children Dependent Life Insurance coverage. The District will not pay the premium charge but will participate only to the extent of withholding the necessary premium from the Employee's wages and remitting the same to the insurance company. The Dependent Life Insurance will provide $2,000 insurance for the spouse and/or each dependent child. Once refused, an application and statement of health is required, at the Employee's expense, subject to insurance company approval.

E. GROUP HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE.

The Board will provide each bargaining unit member fully paid single or family Hospital, Surgical and Major Medical insurance coverage under the "Alliance" cost-containment program sponsored by Blue Cross/Blue Shield.

F. ENROLLMENT.

1. New Employees will be eligible for insurance coverage the first day of the month following the date of employment. A change from the single plan can be made once each year effective on October 1, providing family coverage has not been twice refused. Family coverages can be obtained the first of any month, if approved by the underwriters, after filing an evidence of insurability form.

2. Insurance coverage will cease as of the last day of the calendar month following the calendar month in which employment terminates provided, however, that an Employee who completes the full academic year (i.e. whose service terminates in the month of May) shall have insurance coverage through the following August 31.

G. HALF-TIME OR MORE EMPLOYEES.

The insurance program described above is for full-time Employees only. Half-time or more Employees (i.e., those working between 50% and 100% of the time) may participate in the group hospital, surgical and major medical insurance program by paying a pro rata portion of the premium for the coverage provided to them. (Example: An Employee on an 80% contract must pay 20% of the premium for single coverage and, if that employee elects family coverage, 20% of the additional premium cost attributable to such coverage).

ARTICLE XI

SALARY

A. PLACEMENT.

1. All employees will be placed on the Salary Schedule in Appendix A based on the following factors:

   a. Degrees earned. (Bachelors, Masters, Specialist or Two Masters and Doctorate).

   b. Graduate hours in addition to a Masters Degree which will be counted as thirty (30) graduate hours.

   c. Years of experience recognized for salary placement through the 1987 fiscal year.

   d. Degree equivalents granted through the 1987 fiscal year.

2. New hires will be placed on the salary schedule based on actual previous teaching experience to a maximum of ten (10) years except that with prior written approval of the Association, initial placement may be higher than Step 10 but not in excess of actual previous teaching experience. Non-teaching, work related employment of two years equals one step.

B. MOVEMENT.

1. Employees shall be granted one step on the salary schedule for each year of experience with the Iowa Valley Community College District until step 15 is reached. After 5 years on step 15, Employees shall move to step 16 and after five years on step 16, Employees shall move to step 17.

2. Employees seeking one or more lane changes shall provide notice of graduate hours or degrees earned prior to September 1st of the year in which they seek to be moved on the schedule. The College may require suitable proof of such achievement prior to October 1st but will begin appropriate salary adjustments on the September pay check.

3. All graduate hours must be "approved". All hours earned and approved prior to the inception of this contract are deemed to be approved.

C. SUPPLEMENTAL PAY.

1. Interim and Summer School.

Employees teaching interim courses during the academic year or summer courses will receive $500 per credit hour of instruction, unless the enrollment for the course, in the opinion of the administration, is insufficient, in which case the Employee will have the option of working for the amount of money received through tuition or not teaching the course.

2. Extended Days.

Employees that work extended days will be paid at the rate of one-one hundred ninetieth (1/190) of their annual salary from Appendix A.

3. Department Chairpersons and Overload.

The Superintendent/President (or designated representative) will appoint college department chairpersons annually in July. First preference will be released time for department chair duties. If teaching load and/or department chair duties exceed the 32.4 credit hour load per year, compensation of $500 per credit hour will be paid. No one employee shall be assigned more than 6 credit hours of overload per year.

4. Graduate Hours.

Approved graduate hours in the future will be covered by the SDU program and will also count toward horizontal movement on the salary schedule.

5. Staff Development Units.

Approved Staff Development Units (SDU) up to a maximum of six per person taken during the year will be reimbursed upon satisfactory completion at a rate of $200 per SDU. The year will begin September 1 and end August 31 each year. College hours required for certification will qualify for all Employees. However, the Employee must file application for approval. One SDU will be equal to one semester hour of graduate or undergraduate credit. 1.8 CEU's (Continuing Education

Units - one CEU equals 10 contact hours) will equal one SDU and 36 hours of special work experience will equal one SDU. Staff Development Unit credit may not be obtained when travel and registration costs are financed by the District or when tuition reimbursement is available. Each Employee will be required to earn a minimum of six SDUs in a ten-year period to begin in FY88.

ARTICLE XII

EXTRA DUTY ASSIGNMENTS

Extra duty assignments will be filled and paid on the basis of Appendix B attached. If more than one employee is handling an assignment, remuneration may be prorated accordingly. Any qualified applicant may be considered for an extra duty assignment whether in or outside the bargaining unit. Normal vacancy notice procedures will be followed on all position openings.

If during the year the Board deems it necessary to offer a new job which is not covered by Appendix B, an appropriate salary will be determined by the Board and will be offered with the employee compensated at that rate until a different rate is established by collective bargaining negotiations.

A position or activity hereafter established at one college which is the same as a position or activity already existing at the other college will be compensated on the same basis as the position or activity at such other college, with the exception of the football coaching positions.

Non-bargaining unit employees employed for extra duty assignments will not be compensated at a rate higher than that which would be paid to bargaining unit employees for the same assignment, as reflected on Appendix B attached.

Extra duty assignments will not be a part of teaching load calculations.

ARTICLE XIII

DURATION

A. SEVERANCE.

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. EFFECTIVE DATES.

This Agreement shall become effective as of July 1, 1987 and will continue in effect until June 30, 1988.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives, all as of the 1st day of July, 1987.

IOWA VALLEY COMMUNITY COLLEGE EDUCATION ASSOCIATION/ISEA

By _____
Its President

By _____
Its Chief Negotiator

MERGED AREA VI COMMUNITY COLLEGE DISTRICT

By _____
Its President

By _____
Its Chief Negotiator

-APPENDIX A-

FACULTY SALARY SCHEDULE

July 1, 1987 - June 30, 1988

	Step	BA/MA (EQ)	MA	MA + 15	MA + 30	MA + 45	MA + 60 2 MASTERS SPEC	Ph.D.
Instructor	1	$17,550	$17,750	$17,900	$18,050	$18,200	$18,350	$18,950
	2	17,850	18,100	18,250	18,400	18,550	18,750	19,400
	3	18,150	18,450	18,600	18,750	18,900	19,150	19,850
	4	18,450	18,800	18,950	19,100	19,250	19,550	20,300
	5	18,750	19,150	19,300	19,450	19,600	19,950	20,750
Assistant Professor	6	19,250	19,650	19,800	19,950	20,100	20,500	21,350
	7	19,750	20,325	20,475	20,625	20,775	21,225	22,150
	8	20,250	21,000	21,150	21,300	21,450	21,950	22,950
	9	20,750	21,675	21,825	21,975	22,125	22,675	23,750
	10	21,250	22,350	22,500	22,650	22,800	23,400	24,550
Associate Professor	11	21,950	23,150	23,300	23,450	23,600	24,200	25,350
	12	22,750	23,950	24,100	24,250	24,400	25,000	26,150
	13	23,550	24,750	24,900	25,050	25,200	25,800	26,950
	14	24,350	25,550	25,700	25,850	26,000	26,600	27,750
	15	25,150	26,350	26,500	26,650	26,800	27,400	28,550
Professor	16	26,050	27,950	28,100	28,250	28,400	29,000	30,550
	17	27,550	29,450	29,600	29,750	29,900	30,500	32,650

1. Days worked in excess of 176 per year will be extended at the daily rate of 1/190th of scheduled salary.

Sponsors for Activities, Clubs (cont'd).

OWL's Sponsor		1.3
Freshman Class Sponsor	1.3	
Sophomore Class Sponsor	1.3	
Tennis Club	1.3	
Explorer Post		1.3
Orientation Team		10.0*
Dental Assistants Club		1.3
Nature Center Coordinator		1.3
VICA sponsor		1.3
Surgical Technology Club		1.3
POI Club		1.3
Intramural Director	3.4	3.4
College Newspaper	5.1	5.1
Director, Fall and Spring Plays		11.4
Alumni Director		5.7
Musical Productions	4.6	
Director, College/Community Band		10.5
Director, College/Community Chorus		8.5
Accompanist for College/Community Chorus		.85
Soccer		1.1
Gym Supervisor	2.6	

Intramural Activity $6.00/hr. as needed

*For the entire team

APPENDIX B

	Percentage of BA Base	
Intercollegiate Athletics	ECC	MCC
Director	9.1	9.1
Head Football Coach	12.0	
Assistant Football Coach	7.4	
Assistant Football Coach	7.4	
Assistant Football Coach	7.4	
Head Women's Basketball Coach	8.7	8.7
Assistant Women's Basketball Coach	5.0	5.0
Head Men's Basketball Coach	12.0	12.0
Assistant Men's Basketball Coach	1.7	1.7
Head Wrestling Coach	7.9	
Softball Coach	6.3	6.3
Head Baseball Coach	7.3	7.3
Assistant Baseball Coach	2.8	2.8
Volleyball Coach	3.4	3.4
Tennis Coach		2.8
Golf Coach	2.8	2.8
Cheerleader Sponsor	2.3	1.3
Ticket Taker for Athletics	2.3	1.3
Sponsors for Activities, Clubs		
Director, Student Activities	8.5	8.5
AG Science Club	1.3	
Young Republicans	1.3	
Pom Pom Squad	1.3	
Lab Tech Club	1.3	
Young Democrats	1.3	
DECA	1.3	
Fashion Club	1.3	
Human Services Club	1.3	
Student Senate	2.8	2.8
Art Club	1.3	
National Honor Society	1.3	
Director,Speech and Drama	6.3	
Assistant Director, Speech and Drama	6.3	
Delta Psi Omega	1.3	1.3
International Club	1.3	
Conservation Club	1.3	
Criminal/Justice Club	1.3	
Retail Marketing Club	1.3	
Sigma Iota Phi & Chi Chi Phi	1.3	
Medical Assistants Club		1.3
COSMA Club		1.3
Phi Theta Kappa		1.3
Sponsor, Divorce Support Group		1.3

STEP 4

A. _____ _____

Signature of Aggrieved Person or Association Representative

Date Received by the President or Designee

B. Disposition by the President or Designee_____

_____

_____

_____ _____

Signature of the President or Designee

Date

APPENDIX C: GRIEVANCE REPORT

_____ Position Title)

_____ College)

_____)

Name of Aggrieved Person

Distribution of Form
1. Association
2. Employee
3. Appropriate Supervisor

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

_____

D. Relief Sought _____

_____

_____

_____ _____
Signature Date

E. Disposition by Immediate Supervisor _____

_____

_____

_____ _____
Signature of the Immediate Supervisor Date

STEP 3

A. _____ _____
Signature of Aggrieved Person or Association Representative Date Received by the Dean or Designee

B. Disposition by the Dean or Designee _____

_____

_____

_____ _____
Signature of the Dean or Designee Date

ERIC CLEARINGHOUSE FOR JUNIOR COLLEGES OCT 21 1988